



The Center for
Outcomes
Based
Contracting

HIGH-DOSAGE TUTORING

REQUEST FOR
PROPOSAL
TEMPLATE

Revised June 2026

INSTRUCTIONS

READ BEFORE STARTING!

Congrats on taking the next step in your outcomes based contracting journey! The following Request for Proposal (RFP) template is to be used by K-12 district leaders in support of publishing an Outcomes Based Contract (OBC) for high-dosage tutoring services.

The RFP template is mapped to [The Center's Standard of Excellence for OBC: High-Dosage Tutoring™](#), which embodies the foundational principles and concepts of OBC, serving as the cornerstone for all related training, tools, and resources. The Standards of Excellence™ establishes the benchmark for OBCs across the K-12 landscape, balancing the need for robust support with accountability for maintaining high-quality contracts that drive meaningful outcomes for districts, educators, and students.

In the RFP template below, the following colors denote the corresponding actions:

- Text highlighted in **yellow** are places in the RFP template that should be customized to fit unique programmatic needs. While they often include a recommendation, the final input should be refined to fit the district context.
- Text highlighted in **blue** are places to learn more about OBC development and should be removed before RFP publication.
- Text highlighted in **green** are examples of inputs to reference. These samples should be swapped with information that best matches the program.

High-Dosage Tutoring RFP Template Components

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Legal Disclaimer

This sample document is the work product of The Center for Outcomes Based Contracting at Southern Education Foundation. This sample document is intended to serve as a starting point only, and should be tailored to meet your specific requirements. This sample document is for informational purposes only, should not be construed as legal advice, and is not a substitute for the advice of an attorney.

SECTION A: COVER LETTER

[School District Name]
[School District Address]
[City, State, Zip Code]
[Date]

Dear High-Dosage Tutoring Providers,

Re: Request for Proposal – Outcomes Based Contract for High-Dosage Tutoring Services

[School District Name] is seeking proposals from qualified vendors to provide high-dosage tutoring services designed to improve student outcomes. This RFP is specifically focused on engaging providers who have demonstrated expertise in evidence based tutoring models and can deliver results under an outcomes based contract.

Our district serves [x] students, with a focus on providing targeted interventions to ensure all students can succeed. The successful provider will work closely with us to deliver high-dosage tutoring that aligns with district goals, addresses identified student needs, and demonstrates measurable outcomes in terms of academic growth.

This RFP is structured as an outcomes based contract that includes upfront funding and contingent outcomes payments tied to success. Outcomes based contracting (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term student outcomes. Payment terms include a base payment and contingent payments, tied to achieving stipulated outcomes.

The successful Provider will form an important partnership with the District to improve student outcomes over the course of the Program and will work with the District to assess the Program's functionality and progress. Ultimately, the District seeks to partner with a Provider that shares its goals for improving student outcomes and will reward that Provider for its success.

Enclosed in this package, you will find the detailed RFP, including the student outcome goals, mutual accountability framework, pricing rate card, submission requirements, evaluation criteria, and timeline. Proposals must be submitted by [xx/xxxx], and the district anticipates making a selection by [xx/xxxx].

We encourage all interested providers who can partner with us on an outcomes based contract to submit their proposals and showcase their ability to help our students meet incredibly important outcomes. Should you have any questions regarding this RFP, please contact [xx], by [xx/xxxx].

We look forward to your submission and the opportunity to collaborate in furthering the academic success of our students.

Sincerely,

Last updated: June 2026

SECTION B: TERMS AND DEFINITIONS

The following OBC terms below will be referenced throughout this Agreement:

All-Inclusive Pricing: Costs are presented as an “all in” price per student. Pricing is inclusive of technology platform access, services, professional development, and any necessary changes or innovations needed to meet student outcomes.

Base Payment: Payments that are disbursed for contracted product / service delivery

Contingent Outcomes Payment: Payments that are disbursed as students achieve the agreed upon outcomes

Dosage: The recommended quantity, frequency, duration, and quality of an intervention as derived from research and must be observable, measurable, and easily trackable.

High-Dosage Tutoring: substantial time each week of required tutoring, sustained and strong relationships between students and their tutors, close monitoring of student knowledge and skills, alignment with school curriculum, and oversight of tutors to assure quality interactions.

Implementation Success Plan: Comprehensive plan that outlines the activities needed to support and drive implementation consistent with research-based best practices - designed and driven by the provider with input from the district - including but not limited to implementation timeline and key support milestones; professional learning plans for a variety of audiences; continuous improvement process, including frequency of data / report review; office hours and on-demand resources to support implementation and troubleshoot issues; and an assigned Client Success Manager and supporting Provider team. This plan articulates the responsibilities for all parties to improve implementation and drive towards agreed-upon student outcomes

Metric: How the outcome or dosage is measured (the actual data point)

Minimum Service Requirements: Agreed-upon commitments made between a district and provider that establish baseline service delivery standards necessary for achieving student outcomes

Mutual Accountability: Agreed-upon commitments made between a district and provider, ensuring each party is responsible for the achievement of student outcomes

Mutual Accountability Mechanisms: Clear, predefined remedies for unmet partnership obligations that maintain trust and drive desired outcomes by making roles and responsibilities explicit

Outcome: Growth, gains, achievement, etc.

Outcome Payment Cap: Maximum amount paid for each payment outcome in aggregate

Payment Outcomes: Indicators of student success that are tied to payment.

Price per Outcome: Amount paid per student for each payment outcome achieved

Process Outcomes: Indicators of student success and program implementation that are used to inform ongoing learning and continuous improvement, but are not tied to payment

Professional Learning Plan: Professional learning is built into the all-inclusive pricing and designed for continuous improvement. Support evolves throughout implementation to reinforce effective use, address emerging challenges, and deepen instructional practice over time.

SECTION C: BACKGROUND

Outcomes based contracting (also known as performance-based contracting) seeks to drive public resources toward high-performing programs and services that achieve measurable, long-term student outcomes. This outcomes based contract includes an upfront base payment, as well as payments contingent on successfully meeting student outcomes.

The Provider is entering into an outcomes based contract with the District, wherein [%
(recommended 40%)] of the overall contract value will be contingent on meeting the agreed-upon student outcomes. A focus on outcomes means the resulting contract will not detail exactly how services are provided. The contract grants the Provider the flexibility to adapt services to better support student needs and drive priority outcomes, ensuring tailored solutions that address the diverse needs of all learners.

The District seeks a research-based tutoring intervention that is consistent with the findings on [effective practices for high-dosage tutoring](#), (e.g., group size; tutor consistency; frequency/duration; schedule; tutor preparation and coaching/development; data-informed; material/curriculum quality, rigor, and alignment).

DISTRICT STRATEGIC ALIGNMENT:

The Program aims to improve student outcomes in [INSERT SUBJECT AREA AND GRADE LEVELS], which directly aligns with the following district strategic priorities:

- [INSERT DISTRICT PRIORITY 1, e.g., "Close achievement gaps for students performing below grade level in mathematics"]
- [INSERT DISTRICT PRIORITY 2, e.g., "Increase proficiency rates for students in grades 6-8 by 15%"]
- [INSERT DISTRICT PRIORITY 3, e.g., "Provide targeted interventions that support a range of learners, including multilingual students and students with IEPs."]

Through an outcomes based contract, the District and the Provider will work together to increase student growth and proficiency for the targeted group of students while advancing these district-wide goals.

SECTION D: PROGRAM SCOPE

The section below details the timing and students who will participate in the program.

1. LENGTH OF PROGRAM

The program will run approximately [x] weeks, from [Month – Month], excluding district/state testing windows and holidays. The District plans to implement the service as aligned to Provider’s research which recommends [insert dosage] for the identified student population.

2. PROGRAM SIZE AND STUDENT POPULATION

The District will identify the participating students and ensure they can attend at least [% (recommendation 80%)] of sessions. The Program will serve [x] students. Information about the likely student population is included below. The District shall utilize the [insert assessment and data sources] to determine baseline data and eligibility for participating students. The District shall determine which students will participate in the Program based on the eligibility requirements. However, note that the makeup of the participating student population finalized by the District and the Provider may not match the table below precisely.

Grade Level of Students	<i>E.g., Rising 7th & 8th Grade Math students</i>
Characteristics of Students	<i>E.g., English Language Learners</i>
Participating School Sites	<i>E.g., Seven middle schools (A, B, C, D, E, F, and G))</i>
Course Enrollment	<i>E.g., Enrolled in M/J Grade 7 Mathematics or M/J Grade 8 Pre Algebra</i>
Selection Criteria	<i>E.g.,</i> • <i>A previous score of Level 1 to 2.2 on the 2023 Spring Math F.A.S.T.</i> • <i>Must have a current average daily attendance rate of at least 80%</i>
Historical Baseline Data	<i>E.g.,</i> • <i>% of students achieving an SGP of 50+ on the MOY administration of the Star Math Assessment</i> ◦ <i>Grade 7- 42%</i> ◦ <i>Grade 8- 48%</i> • <i>% of students achieving an SGP of 66+ on the MOY administration of the Star Math Assessment</i> ◦ <i>Grade 7- 38%</i> ◦ <i>Grade 8- 31%</i> • <i>% of students improving by at least 2 achievement buckets from PM3 of the previous school year to PM3 of the current school year on F.A.S.T.</i> ◦ <i>Grade 7- 40%</i>

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	○ Grade 8- 46% ● % of students achieving a Level 3 or higher on Spring Administration of F.A.S.T (PM3) ○ Grade 7- 36% ○ Grade 8- 28%
Estimated Total Number of Students	<i>E.g., Number of students participating by school site (7 sites in total):</i> <i>School A (220)</i> <i>School B (235)</i> <i>School C (190)</i> <i>School D (174)</i> <i>School E (155)</i> <i>School F (152)</i> <i>School G (124)</i>

3. IMPLEMENTATION DETAILS

Implementation will be based on the guidance of the research from the Provider. The primary focus is on the student outcomes, and not on how the program is ultimately operated. As long as the program meets the District's minimum service level requirements for sessions and program length, the District is open to any other innovations, methodologies, or value-add components the Provider can offer.

The following implementation plan is high level timing of how and when the program will roll out.

Initial Implementation Timeline	
Timeframe	Activity
<i>E.g., July 2024</i>	<i>Initial kickoff meeting</i>
<i>E.g., July 2024</i>	<i>Communications to go out to school leaders and families at participating schools</i>
<i>E.g., August 2024</i>	<i>Baseline assessment administered</i>
<i>E.g., August 2024</i>	<i>First educator professional learning session held for all teachers</i>
<i>E.g., September 2024</i>	<i>Roster of participating students finalized</i>
<i>E.g., December 2024</i>	<i>Interim assessment administered</i>

<i>E.g., April 2025</i>	<i>EOY assessment administered</i>
<i>E.g., May 2025</i>	<i>District receives final data</i>
<i>E.g., July 2025</i>	<i>Final outcomes calculated and payments made</i>

SECTION E: Target Student Outcome (Contingent Payment Outcomes)

The table below outlines the outcomes that will be tied to payment, the metrics that will be tracked to assess outcomes achievement, and the timeframe for when they will be assessed. The Provider is entitled to send a representative to observe the assessment administration, as applicable and appropriate.

Payment Outcome	Metric	Assessment Timeframe
<i>E.g., Payment Outcome 1: F.A.S.T. MOY Growth</i>	<i>Student increases by at least 1 achievement bucket from PM1 to PM2 on F.A.S.T.</i>	<i>January 3 - January 9</i>
<i>E.g., Payment Outcome 2: F.A.S.T. EOY Growth</i>	<i>Student increases by at least 2 achievement buckets from PM3 of the previous school year to PM3 of the current school year on F.A.S.T.</i>	<i>May 1 - May 31</i>
<i>E.g., Payment Outcome 3: F.A.S.T. EOY Proficiency</i>	<i>Student achieves a Level 3 or higher on Spring Administration of F.A.S.T (PM3)</i>	<i>May 1 - May 31</i>

SECTION F: Rate Card and Payment Structure

The District agrees to compensate the Provider as follows. Costs are presented as an “all in” price per student. Pricing is inclusive of technology platform access, services, professional development, and any necessary changes or innovations needed to meet student outcomes. Wraparound services like project management, curriculum development, technology support, etc, are baked into the per-student price.

Costs cover the necessary implementation for Provider to meet contingent payment outcomes based on their research and to support fidelity of implementation. Provider is not to charge the District for any additional measures needed to meet outcomes. The current costs are based on [x] students. The final cost will be determined and scaled based on the total number of rostered students at the end of the [x-week, (recommendation four-week)] rostering window within the total contract value of [\$\$].

1. BASE PAYMENT

The Base Payment is determined by the participating students who have been rostered and scheduled for tutoring services.

The Total Base Payment will be calculated by the number of active student participants as agreed upon by the Provider, school, and District at the end of the [x-week, (recommendation four-week)] rostering window. The Parties understand and agree that a Base Payment will be no greater than [\$\$] per student pursuant to Section 3 (Rate Card) table herein, and under no circumstances shall the Total Base Payment exceed the maximum indebtedness amount of [\$\$] for all Base Payments under this Agreement. Base Payments will be made within [x, (recommendation 30)] days upon receipt of an invoice and District approval that the minimum payment terms have been met during the billing period, e.g., instructional services were delivered.

2. CONTINGENT PAYMENT

Payments other than the Base Payment are collectively the "Contingent Outcomes Payments." These make up [%, (recommendation 40%)] of the total contract value. The full Contingent Outcomes Payments and outcomes caps for each are calculated based on the number of active participants as agreed upon by the provider and district within the [x-week, (recommendation four-week)] rostering window. This amount will not exceed [\$XXX,XXX] unless mutually agreed upon by the District and Provider.

3. RATE CARD

The following rate card highlights the agreed upon student outcomes, as well as the base payment and contingent payments for this program. The base payment is the maximum contract amount available for minimum service delivery. The price per outcome is the amount that will be paid per student for each payment outcome achieved. The outcome payment cap is the maximum amount paid for each achieved payment outcome in aggregate.

Rate Card			
Outcome	Metric	Price Per	Outcome

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		Outcome	Payment Cap
<i>E.g., Payment Outcome 1: F.A.S.T. MOY Growth</i>	<i>Student increases by at least 1 achievement bucket from PM1 to PM2 on F.A.S.T.</i>	\$540	\$204,000
<i>E.g., Payment Outcome 2: F.A.S.T. EOY Growth</i>	<i>Student increases by at least 2 achievement buckets from PM3 of the previous school year to PM3 of the current school year on F.A.S.T.</i>	\$690	\$425,000
<i>E.g., Payment Outcome 3: F.A.S.T. EOY Proficiency</i>	<i>Student achieves a Level 3 or higher on Spring Administration of F.A.S.T (PM3)</i>	\$410	\$221,000
<i>Base Payment</i>	<i>Paid on services rendered</i>	\$680	\$850,000
Total		\$2,320	\$1,700,00

4. BASE PAYMENT TIMETABLE

Invoicing for base payment will be recorded and submitted by the Provider based on the agreed upon amount with pay of up to [\$\$] per student for [x] sessions or [\$\$] per month. Payments will be made within [x, (recommendation 30)] days upon receipt of an invoice and District approval that the minimum payment terms have been met during the billing period.

Base Payment Timetable							
Month	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Base Payment	E.g., \$126	\$116	\$45	\$45	\$126	\$96	\$126
Approximate Number of Sessions	E.g., 9	8	4	4	9	6	9

5. CONTINGENT PAYMENT TIMETABLE

Contingent payments shall be paid based on the timetable below. The Provider will invoice the District for the contingent payments according to the reports provided by [insert name and department of person who will approve payment amount]. The [insert name of finance and/or procurement office] will administer payment based on the rate card and validated data and per the invoice provided by the Provider within [x, (recommendation 30)] days of receipt.

Payment Outcome 1 Timetable		
Milestone	Persons/Party Responsible	Timeline
<i>E.g., Assessment is administered</i>	<i>Individual school sites</i>	<i>January 9 - January 26, 2025</i>
<i>E.g., Data validation of F.A.S.T. MOY Growth (PM2)</i>	<i>District Academic Services Accountability & Assessment Team</i>	<i>February 2, 2025</i>
<i>E.g., F.A.S.T. MOY Growth (PM2) data reviewed and validated by both parties to determine outcomes based payment</i>	<i>District Academic Services, Accountability & Assessment Team, and the Provider</i>	<i>February 9, 2025</i>
<i>E.g., Payment administered based on rate card and validated data</i>	<i>District Purchasing Services</i>	<i>March 15, 2025</i>

[Insert a payment table for each target student outcome within the contract.]

6. FEDERAL FUNDING COMPLIANCE

If the District utilizes federal funds for any portion of payments under this Agreement, the Provider agrees to execute and deliver all required Federal Forms, including but not limited to Federal Regulatory Compliance Statements, Certification Regarding Drug-Free Workplace Requirements, Certification Regarding Debarment and Suspension, and Non-Collusion Affidavits.

SECTION G: Process Outcomes

Along with using Payment Outcomes to evaluate Program success and impact, the District recognizes that there are multiple ways in which programs can demonstrate progress and various types of data that can be collected to inform program improvements. The District will partner with the Provider to collect and analyze process outcomes to learn and continuously improve the design and implementation of instructional services. Payments are not contingent on process outcomes and are subject to change throughout the program to best serve the needs of the partnership. Process outcomes are early indicators that help monitor progress toward achieving payment outcomes.

Process outcomes may include additional data that the Provider will collect or may be measured by existing data and assessments that the school and District can access and share. Below is a list of process outcomes agreed upon by the District and Provider:

Process Outcome	Metric	Data Collection Timeframe
<i>E.g., Student session attendance</i>	<i>Student maintains an average session attendance rate of 80%</i>	<i>Weekly, Beginning 9/13/24; Ending 3/28/25</i>
<i>E.g., Tutor-Student match rate</i>	<i>Student is matched with the same tutor for at least 80% of total sessions</i>	<i>Weekly, Beginning 9/13/24; Ending 3/28/25</i>
<i>E.g., Session Exit Tickets</i>	<i>Student maintains an average session exit ticket score of 80%</i>	<i>At the end of each session, Beginning 9/13/24; Ending 3/28/25</i>
<i>E.g., Student Session Satisfaction Surveys</i>	<i>Student reports at least 80% satisfaction with the platform</i>	<i>Quarterly, Beginning 10/31/24; Ending 4/15/25</i>
<i>E.g., Teacher Satisfaction Surveys</i>	<i>Teacher reports at least 80% satisfaction with the platform and services</i>	<i>Quarterly, Beginning 10/31/24; Ending 4/15/25</i>
<i>Eg., Educator Professional Learning Completion</i>	<i>Eg., 90%+ of assigned educators complete required training sessions within specified timeframes</i>	<i>After each PL session, Beginning 8/15/24; Ending 12/15/24</i>
<i>Eg., Data Reporting Timeliness</i>	<i>Eg., Required reports delivered within agreed timeframes 95%+ of the time</i>	<i>Monthly, Beginning 9/13/24; Ending 3/28/25</i>

SECTION H: Data Reporting and Security

The District and the Provider acknowledge that the program's effectiveness relies on sharing of data to make timely decisions and payments. The following section clarifies the data that will be shared by the District and the security compliance measures that will be followed by both the District and Provider.

1. DATA PRIVACY AND SECURITY COMPLIANCE

Provider shall comply and shall assist District in compliance, in all material respects, with federal and state laws and regulations regarding the privacy of information and confidentiality of student records, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C § 1232g, the Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, and the Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501.

Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect District Data from unauthorized disclosure, use, acquisition, destruction, and modification.

[If available, insert a district checklist of compatibility and / or security requirements, e.g. the systems the district will require the platform to be compatible with and/or exchange data with; secure data exchange; data use, and destruction; etc.]

2. SCHOOL OFFICIAL

To the extent the Provider has a legitimate educational interest in student educational records and information and must access such records and information in order to provide services to District and its employees, agents, teachers, and students, District designates Provider a "school official" within the meaning of FERPA. The provider will be under the direct control of the District with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA. The Provider may use personally identifiable information and education records only for the purpose of performing its obligations under the Agreement and as authorized by the state and federal laws referred to under Data Privacy and Security Compliance above.

3. DATA ELEMENTS

The Data Elements table below outlines the data elements for each metric and who will be responsible for collecting and sharing the data.

Data Element	Purpose	Timeline/Frequency	Responsible for Data Collection, Sharing, & Analysis
<i>E.g., F.A.S.T. (PM2)</i>	<i>Payment Metric</i>	<i>February 2, 2025</i>	<i>District Teams-Academic Services, Accountability & Assessment Team</i>
<i>E.g., F.A.S.T. (PM2)</i>	<i>Payment Metric</i>	<i>June 7, 2025</i>	<i>District Teams-Academic Services, Accountability & Assessment Team</i>
<i>E.g., Student Attendance</i>	<i>Process Metric</i>	<i>Weekly</i>	<i>Provider</i>

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<i>E.g., Tutor-Student Match Rate</i>	<i>Process Metric</i>	<i>Weekly</i>	<i>Provider</i>
<i>E.g., Session Exit Tickets</i>	<i>Process Metric</i>	<i>After every session</i>	<i>Provider</i>
<i>E.g., Student Satisfaction Surveys</i>	<i>Process Metric</i>	<i>Quarterly</i>	<i>District Teams-Academic Services, Accountability & Assessment Team</i>
<i>E.g., Teacher Satisfaction Surveys</i>	<i>Process Metric</i>	<i>Quarterly</i>	<i>District Teams-Academic Services, Accountability & Assessment Team</i>

SECTION I: Mutual Accountability

OBCs require increased collaboration, and a strong partnership between the District and the Provider is essential to student success. Both parties agree to be held mutually accountable for achieving the outcomes articulated in this contract.

• DISTRICT RESPONSIBILITIES

The District is responsible for providing the accommodations to enable the high-dosage tutoring to occur. This includes responsibilities as agreed to by the District and the Provider. The District shall ensure that it complies with all reasonable requests and timelines in the provision of data or other materials required by the Provider to perform its obligations.

1. *Technology Platform and Services*

Responsibility

- The District is accountable for maintaining the technology infrastructure necessary to successfully support students' access to the platform.
- The District is required to ensure students can access the platform, meeting hardware, software, and bandwidth requirements stated by the Provider.
- The District is required to facilitate students' access to the technology platform and services, as prescribed by the minimum dosage requirements of the Provider, including a "start by" date and a total duration (e.g. number of weeks) of the program.

Remedies:

- Threshold Issue: If more than [%, (recommendation 10%)] of students cannot access the platform due to District technology issues, the District IT liaison and Client Success Manager meet within 5 business days to diagnose access barriers (equipment failure, bandwidth limitations, firewall issues) and test immediate solutions.
- Implementation Review : If access issues remain unresolved after [x, (recommendation 15)] business days, both parties meet to analyze root causes, and document agreed adjustments with specific responsible parties, deadlines, and interim workarounds.
- Action Plan: If access issues remain, District submits a corrective plan with technology upgrades, deployment timeline, and responsible staff identified within [x, (recommendation 10)] business days . If issues persist for 30+ days affecting service delivery, District and Provider may mutually agree to remove affected students from roster without Base Payment penalty, or extend contract timeline to account for lost instructional time.

2. *Student Attendance Requirements*

Responsibility

- The District is accountable for maintaining a [%, (recommendation 80%)] student attendance average throughout the duration of the program.

Remedies:

- Collaborative Meeting: If, for any two-week period, a student's attendance falls below [%, (recommendation 80%)] of the required attendance average, the District implementation lead and the Provider's Client Success Manager will meet within [x, (recommendation 5)] business days to review attendance data, identify barriers (including scheduling and engagement challenges), and implement short-cycle adjustments.
- Continuous Improvement Review: If attendance remains below [%, (recommendation 80%)] the Parties will, within [x, (recommendation 15)] business days, conduct a joint review of attendance data (including by student subgroup) and adjust supports, which may include schedule modifications, family outreach strategies, differentiated engagement approaches, and/or targeted student interventions.
- Action Plan: If attendance remains below [%, (recommendation 80%)] after the Continuous Improvement Review, the District will, within [x, (recommendation 10)] business days, submit a written action plan identifying barriers (e.g., scheduling conflicts, family circumstances, student engagement) and specifying revised strategies and success metrics.
 - If attendance remains below [%, (recommendation 80%)] for [x, (recommendation six (6))] or more consecutive weeks despite documented good-faith implementation of the action plan, the District may be required to pay both Base and Contingent Payments for affected students for the applicable period (e.g., semester, pre-winter break), up to the Contingent Payment caps in the Rate Card.
 - If, despite rigorous attempts, the District is unable to ensure attendance for specific active participants, the District and Provider may mutually agree to substitute alternative students by [date]. In such cases, the outcomes of both the original and substitute students will count for purposes of calculating Contingent Payments, but only one (1) Base Payment will apply. Base Payments for the non-attending student will cease and begin for the new student the following month.

3. Professional Learning Attendance

Responsibility:

- The District is responsible for ensuring educator attendance at professional learning sessions.
- The District should ensure [x, (recommendation 90)]% or more of participating team members attend all teacher and admin Professional Learning Sessions as outlined in the Implementation Success Plan.

Remedies:

- Engagement Meeting: If fewer than 90% of assigned educators attend required professional learning sessions, the District instructional lead and Provider meet within

[x, (recommendation 5)] business days to review attendance barriers, scheduling conflicts, and determine make-up session dates and formats.

- Implementation Review: If attendance remains below 90% after make-up sessions, both parties analyze root causes, including competing priorities, insufficient substitute coverage, unclear expectations, or inadequate communication, and adjust professional learning format, timing, delivery method, or participation requirements within [x, (recommendation 15)] business days.
- Action Plan: If attendance remains below 90% after the Implementation Review, the District submits a plan to ensure 100% participation, including specific strategies such as substitute coverage arrangements, calendar protection, administrative support, or alternative attendance options within [x, (recommendation 10)] business days. Attendance rates below 90% for two consecutive quarters may impact service effectiveness and may require implementation adjustments to ensure intended outcomes are achieved.

4. Implementation Success Plan Adherence

Responsibility:

- The District is responsible for adhering to the Implementation Success Plan as outlined in Appendix A.

Remedies:

- Should the Implementation Success Plan not be consistently implemented by the District, including professional learning support, engagement with a Client Success Manager, or participation in continuous improvement activities, the District and Provider may mutually agree on corrective actions to support effective implementation.
- The District, in collaboration with the Provider, will submit a corrective action plan within [x, (recommendation 10)] business days outlining steps to fulfill its responsibilities in the Implementation Success Plan. This may include strategies for improving district participation in professional learning, engagement in program oversight, and responsiveness to provider requests for data or feedback.
- If unforeseen circumstances prevent the District from fully engaging in the plan's implementation, the District must establish an alternative strategy, such as assigning additional personnel to oversee implementation or revising internal workflows to ensure timely communication and decision-making.
- If service disruptions occur for two consecutive months due to challenges in implementing the Implementation Success Plan, the Provider may request adjustments to payment terms to account for the impact of those delays.
- In cases where the District faces extenuating circumstances (e.g., leadership transitions, funding delays, unexpected staffing shortages), the District and Provider may mutually agree to alternative accountability measures that ensure continued progress toward implementation goals without penalizing either party unfairly.

5. Data Sharing with Provider

Responsibility:

- The District is accountable for sharing data with the provider to support the Program as needed.
- The District is required to share student attendance, performance, and other reports outlined in Section J (Continuous Improvement), as allowable by state and federal law, to enable the Provider to deliver instructionally appropriate content to students.

Remedies:

- Data Access Meeting: If the District fails to provide required student data including attendance records, assessment scores, or demographic information within agreed timelines, both parties meet within [x, (recommendation 5)] business days to clarify specific data needs, identify legal or technical barriers, verify FERPA compliance requirements, and establish alternative data-sharing methods or timelines.
- Technical Review: If data sharing remains blocked, both parties engage their respective IT teams and data privacy officers to resolve technical integration issues, clarify state and federal legal requirements, establish secure data transfer protocols, and determine whether data suppression rules or privacy thresholds are preventing sharing within [x, (recommendation 15)] business days.
- Action Plan: If data sharing remains blocked after the Technical Review, the District will submit a data provision plan [x, (recommendation 10)] business days, including specific datasets to be shared, delivery schedule with dates, file format specifications, security protocols, and responsible staff with contact information. For students where required data is not provided within 30 days and Provider cannot deliver appropriately differentiated or adaptive services as a result, those students may be removed from Contingent Payment calculations, or District may be responsible for outcome payments regardless of actual results since Provider was unable to provide data-informed instruction.

6. Student Roster Finalization

Responsibility:

- The District is accountable for finalizing the student roster for participation in the program
- The District will have [x weeks (recommendation: four weeks)] from the start of the program to finalize the roster of participating students. During this window, the District may add or remove students from the program, in accordance with the student population description in Section D
- Additional Base Payment will be calculated and paid at the conclusion of this [x-week, (recommendation four-week)] window based on the finalized roster
- Any student who is included in the final roster for accessing the technology platform and tools who meets the contingent outcomes will count for the purposes of calculating Contingent Payments

- The District may add eligible students up to the established total number of students, or by mutual agreement of District and Provider, above that number

Remedies:

- Enrollment Meeting (ongoing during [x-week, (recommendation four-week)] window): District and Provider meet weekly during the first 4 weeks of the program to review enrollment changes, ensure all eligible students meeting the population criteria are included, process additions and removals according to agreed procedures, and verify data accuracy for billing purposes. Any student included in the final roster who meets contingent outcomes will count for the purposes of calculating Contingent Payments.
- Late Addition Protocol: Students added to the roster after the [x-week, (recommendation four-week)] rostering window receive prorated Base Payment calculated from their actual enrollment date rather than the program start date. The District may add eligible students up to the established total number of students, or above that number by mutual agreement of the District and Provider. Students added after week [x, (recommendation week 9)] of the program are not eligible for Contingent Payment calculations in the first assessment period but may be included in subsequent assessment periods if they receive adequate program dosage.
- Late Removal Protocol: Students removed from the roster after the [x-week, (recommendation four-week)] rostering window result in the District paying full Base Payment for those students through the end of the current billing month. Excessive roster fluctuation — defined as more than 20% enrollment changes after finalization — triggers a special review meeting to assess enrollment forecasting accuracy and may require contract amendment to adjust total student counts or payment terms.
- Student Substitution: Should the District be unable to continue to ensure the participation of specific active participants despite rigorous attempts, the District and Provider may mutually agree to substitute alternative students in place of nonparticipating students. Both the old and the new students' outcomes will count for the purposes of calculating Contingent Payments, but only one Base Payment applies.

7. Assessment Data for Outcome Calculations

Responsibility:

- The district is responsible for ensuring that each participating student completes the designated assessment(s) within the established testing window, resulting in an available score that can be used for progress monitoring and outcome determination.

Remedies:

- Missing Assessment Data: If the district does not ensure that each participating student has a valid assessment score within the agreed-upon testing window, then the district and provider will convene a special review meeting to determine the cause and establish corrective actions, which may include administering make-up assessments or adjusting outcome calculations, student counts, or payment terms.

- **PROVIDER RESPONSIBILITIES**

The Provider is responsible for providing high-dosage tutoring services for [insert subject area] throughout the length of the Program. This includes provider responsibilities as agreed to by the District and Provider. The Provider must also ensure that it provides timely reporting, communication, responsiveness, and collaboration with the District's requests. In order for the Provider to obtain an outcome payment for a student, Provider must meet the following minimum service requirements for that student: [insert scope of program, including number of days and hours]

1. Tutor Consistency

Responsibility:

- The Provider is accountable for maintaining a [x%, (recommendation 80%)] tutor consistency rate when paired with students, and will track and report this rate monthly to the District, including justifications for any tutor changes and their alignment with research-based high-dosage tutoring practices.

Remedies:

- Collaborative Meeting: If, for any monthly reporting period, a student's tutor consistency rate falls below [x%, (recommendation 80%)] of tutoring sessions, the Provider's Client Success Manager and the District implementation lead will meet within [x, (recommendation 5)] business days to review tutor consistency data, identify barriers (including staffing and scheduling), and implement short-cycle adjustments. The Provider will continue to track and report tutor consistency rates monthly to the District, including justifications for any tutor changes and their alignment with research-based high-dosage tutoring practices.
- Continuous Improvement Review: If tutor consistency remains below [x%, (recommendation 80%)], the Parties will, within [x, (recommendation 15)] business days, conduct a joint review of consistency data (including by student and tutor grouping) and mutually agree to corrective measures, which may include tutor reassignment strategies, schedule modifications, and/or targeted interventions to minimize disruption to student learning.
- Action Plan: If tutor consistency remains below [x%, (recommendation 80%)] after the Continuous Improvement Review, the Provider will, within [x, (recommendation 10)] business days, submit a written action plan outlining steps to restore tutor consistency, including tutor reassignment strategies and contingency plans for mitigating disruptions to student learning.
 - If tutor consistency falls below [x%, (recommendation 80%)] for two (2) or more consecutive months despite documented good-faith implementation of the action plan, the District may withhold Contingent Payments corresponding to the affected students until the Provider demonstrates that corrective actions have been implemented.

2. Data Security and Privacy

Responsibility:

- The Provider is accountable for ensuring student data security and privacy in full compliance with Section H (Data Reporting and Security).
- The Provider will ensure that the platform is available and operational for users without significant downtime, ensuring reliable access to educational resources.
- The provider must maintain secure user authentication mechanisms to verify the identity of users and prevent unauthorized access (single sign-on).
- The platform must be interoperable with the student information system and learning management system.
- The platform must be capable of handling anticipated users and content without significant performance degradation.
- The platform must have security measures, including data encryption, user access controls, and protection against common cyber threats to safeguard user data and privacy.

Remedies:

- Immediate Breach Response : Provider must notify the District within **[(Recommendation: 24 hours)]** of discovering any data breach, privacy violation, or security incident, with preliminary incident report including scope of breach, number and identity of affected users, types of data compromised, and immediate containment actions taken to prevent further unauthorized access.
- Security Assessment : Provider provides comprehensive breach analysis within **[(Recommendation: (72 hours))]**, including detailed affected data elements, timeline of the incident, root cause analysis, notification requirements under state and federal law, and detailed remediation plan including specific security enhancements to prevent recurrence.
- Resolution and Accountability: Provider pays all costs associated with breach notification to affected families, credit monitoring services if financial data was compromised, legal consultation for affected parties, and technical remediation.

3. Platform Availability and Technical Support

Responsibility:

- The Provider will ensure that the platform is available and operational for users without significant downtime, ensuring reliable access to educational resources
- The Provider must respond to technical support requests within 24 hours and resolve issues within 72 hours
- The Provider must provide phone, email, and/or video conference support year-round

Remedies:

- Technical Support Response: If the platform experiences downtime exceeding 2 hours or affects more than 25% of users, Provider immediately notifies District leadership and provides hourly status updates until full service is restored, with estimated restoration time and progress reports on troubleshooting efforts.

- Service Recovery Review : If technical issues recur or extend beyond 8 hours cumulative in any one-week period, both parties meet within [x, (recommendation 5)] business days to review detailed incident reports, analyze root causes including infrastructure limitations or coding errors, and establish enhanced system monitoring, redundancy measures, or backup systems.
- If tracking data shows consistent implementation challenges across multiple schools, both parties will convene a special implementation review session within [x days, (recommendation 15)] business days.

4. Implementation Success Plan

Responsibility:

- The Provider is accountable for designing and driving the Implementation Success Plan (Appendix A).
- A completed Implementation Success Plan is to be included in the Appendix at contract execution.
- The Implementation Success Plan should include:
 - Professional learning plans for a variety of audiences (e.g., teachers, school administrators, district leaders)
 - The role and contact information for the Client Success Manager and the supporting Provider team
 - Office hours to support implementation and troubleshoot issues
 - Implementation timeline and key support milestones
- The Implementation Success Plan is dynamic by design, serving as a foundation for ongoing innovation. The following timeline must be adhered to:
 - Initial Implementation Success Plan: Included in Appendix A with contract execution
 - Refined Implementation Success Plan: To be completed by the Provider and shared with the District within 90 days of the contract start date
 - Continued Innovations: The Implementation Success Plan will be revisited throughout the Continuous Improvement process (Section J) and edits will be made as innovations are needed to support the program. The Provider is responsible for keeping the Implementation Success Plan updated and reflective of program needs through the length of the contract.

Remedies:

- Should the Provider be unable to adhere to the Implementation Success Plan, including delivering required professional learning, maintaining an assigned Client Success Manager and supporting team, providing office hours and implementation supports, meeting key milestones, or participating in the Continuous Improvement process, the District and Provider may mutually agree to implement corrective measures.
- The Provider, in collaboration with the District, will submit a corrective action plan within [x, (recommendation: 10)] business days of written notice from the District. The corrective action plan must outline the specific steps, owners, and timelines the Provider will take to return to compliance with the Implementation Success Plan,

including any revised milestones and support commitments.

- If the Implementation Success Plan is not delivered as intended (including missed professional learning, office hours, implementation milestones, or continuous improvement routines), the Provider will, at no additional cost to the District, provide make-up supports reasonably necessary to restore implementation quality (e.g., additional training sessions, coaching supports, expanded office hours, revised timeline with accelerated milestones).
- If the Provider remains noncompliant with key elements of the Implementation Success Plan for two consecutive months, the District may withhold contingent payments until corrective actions are implemented and the Provider has returned to compliance, as evidenced by completion of the corrective action plan milestones.
- In instances where the Implementation Success Plan is not delivered as intended, including professional learning, a Client Success Manager, or a continuous improvement process, the District and Provider may collaboratively identify and implement corrective measures. These measures may include, but are not limited to:
 - If a designated success manager is not actively fulfilling their role, the Provider must assign a qualified replacement within [x, (recommendation 15)] business days and notify the District of the transition plan.
 - If the Provider remains noncompliant with key elements of the Implementation Success Plan for two consecutive months, the District may withhold the contingent payments until corrective actions are implemented."
- If the Provider's noncompliance materially disrupts service delivery or prevents meaningful implementation progress for [x] consecutive months following the corrective action plan period, the District may pursue additional remedies consistent with the contract, which may include revising the Implementation Success Plan timeline, modifying the scope of services, and/or termination for cause (as applicable under the agreement).

5. Data Reporting

Responsibility:

- The Provider is accountable for sharing critical data needed to drive strong implementation and monitor progress towards outcomes.
- Provider will share reports at the classroom, school, and district levels - e.g., platform usage, participation, student performance, and other key metrics of engagement and progress as outlined in Section J (Continuous Improvement) - and details their availability, including how they can be accessed by all parties and the frequency with which they update.
- Provider will share data that is aligned to the dosage requirements outlined in Section D and tracks student progress, along with dosage attainment

Remedies:

- Action Plan and Remedies [x, (recommendation 10)] business days: If key reports needed to drive strong implementation and monitor process outcomes are not readily available, the provider will submit an action plan with enhanced reporting capabilities, data validation protocols, additional staff training on data systems, or staffing adjustments to ensure reliable and timely data delivery.

SECTION J: Continuous Improvement

Continuous improvement workgroups will use data to measure impact and support informed, collaborative, and transparent decision-making by and between the District and the Provider. The District and the Provider will also convene no more frequently than every [xx, e.g., two] weeks in evidence-based continuous improvement meetings, according to the Continuous Improvement Structure table below, to discuss Program implementation, progress on payment and process outcomes, and any challenges to student participation with the goal of mutual problem-solving to achieve District goals.

In service of this partnership, the District and the Provider(s) will engage in collaboration and problem-solving in order to more successfully achieve student outcomes. This includes but is not limited to weekly or bi-weekly data review and regular continuous improvement meetings that incorporate:

- Discussion of program implementation
- Review of process outcome data and progress toward achieving payment outcomes
- Exploring challenges related to student attendance and participation
- Informed, collaborative, and transparent decision-making by and between the District and the Provider
- Mutual problem-solving to achieve District goals

The District expects and requires the Provider to ensure the Provider's participants in the continuous improvement discussions are at the proper role and level in the organization to be able to act upon findings expeditiously. The Provider can expect and require the same of the District.

- The following continuous improvement structure is informed by research related to instructional implementation and experiences from prior outcomes based contracts. Below should be used as a starting point.

Sample Continuous Improvement Meeting Structure			
	1) District Data Review Meeting	2) District-Provider Coordination Meeting	3) District-Provider-School Data Review Meeting
Purpose	<i>E.g., To discuss monthly data analysis, highlight trends, align on story, prepare to share with all relevant stakeholders</i>	• To troubleshoot tutoring implementation challenges • To review process outcomes data and make real-time program adjustments	• To support school-level data review & data story • To identify best practices, challenges, and changes to support CI
Stakeholders	<i>E.g., District Data Team, District Academics Team</i>	• District Academics Team • Provider Program	• District Academics Coordinator

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		Coordinator	- School Program Coordinator - Provider Program Coordinator
Timing of touchpoints	E.g., Monthly, 1 hour	Weekly, 1 hour (data review once a month)	Monthly, 15-30 min per school
Decision-Making	- E.g., Determine analyses to share, stories to highlight - Approve report for release - Align on topics to discuss with provider	- Interpret data and data story together - Elevate challenges and align on changes (at school, provider, and district level)	- Elevate challenges and align on changes - Determine what to share with school academics team and teachers

Continuous Improvement (CI) meetings may include but are not limited to the following stakeholders with the respective responsibilities.

Continuous Improvement Structure	
Purpose	Set a clear purpose for each continuous improvement workgroup (e.g., to analyze data, collect feedback, assess areas for improvement, identify opportunities for change, implement changes) and determine what data will be shared.
Stakeholders	Identify who should be a member of each workgroup (i.e., who data should be shared with), and whether any broader stakeholders should be kept informed or consulted throughout continuous improvement processes. (See stakeholder table below)
Timing of Touchpoints	Determine how frequently data should be discussed , including how often specific workgroups will meet (e.g., monthly, quarterly, etc.). Determine also how the workgroup will meet (e.g., virtual, in-person).
Decision Makers	Identify what types of decisions will be made during continuous improvement workgroups, how information will be shared, and how the workgroups will engage with other decision-making groups.

SECTION K: PROPOSAL SUBMISSION GUIDELINES

The sections above in this RFP not only outline the program requirements, but they also mimic the structure of an OBC. Only submit a proposal if your organization is able to partner under an OBC. Below are guidelines for what should be included in a proposal. Please read all details clearly, as failure to meet these submission requirements can result in disqualification. All proposals should be formatted in the manner below and include all related information.

- I. *PROVIDER INFORMATION - In this section, provide information on your organization, its history, and stability. Two pages maximum.*
 - A. Basic Information: Include corporate name and address of corporate headquarters, total staff in your organization. Provide the name, telephone number, email address, and title of the individual who will be District's primary contact for the proposal.
 - B. History: Give a brief history of your organization, including years it has been in business and experience providing high impact tutoring.
 - C. References: Provide three K-12 client references who you have provided relevant services within the last five years, including email address, telephone numbers, and contact names. Please prioritize school districts that have engaged in outcomes based contracting with your organization.
 - D. Subcontractors: List the names of any subcontractors or partners you may employ to provide the services, including what that subcontractor/partner may provide. If no subcontractors will be used, please state this.
 - E. Previous Default or Litigation: List any current litigation, previous defaults, outstanding judgments, and/or liens with which you are presently involved. If there is no previous default or litigation, please state this.
 - F. District Affiliations: Provide information on affiliations you have with the District or District staff. If no district affiliations, please state this.
 - G. Inclusive Practices: Describe your inclusive practices both within the organization as well as the approach to partnering with students.
 - H. Acceptance of an Outcomes Based Contract: Provider should clearly state their acceptance of engaging in an outcomes based contract and program.
- II. *PROVIDER QUALIFICATIONS AND METHODOLOGIES - In this section, describe your ability to meet the needs of the District as described in this RFP, including information on the methodology and procedures you will use to achieve the target outcomes and anything else that will aid us in understanding how you will accomplish them. Seven pages maximum.*
 - A. Target Student Population
 - Describe your organization's experience working with this targeted student population.
 - B. Implementation
 - Describe the implementation of your high-dosage program. How will your organization help the target student population meet the stated learning outcomes?
 - C. Target Student Outcomes
 - What research on the effectiveness of your organization's approach is applicable to the student outcomes we've set? How does the research drive implementation?

D. Process Outcomes

- What additional process outcomes are critical to measure student progress?
- Describe your organization's approach to progress monitoring partnerships.

E. Data Sharing and Security

- Has your organization even been part of a data breach?
- Share your organization's data privacy and security philosophy.
- How would your organization share data with the District? What would the transfer process look like? What systems would be used? Who would have access? In what format would the reports be? How often would data be shared?

F. Mutual Accountability

- Describe your organization's approach to partnerships. How would you be able to support the mutual accountability requirements outlined in this RFP?
- Share a high level summary of how your organization would approach creating a Success Implementation Plan.

G. Continuous Learning

- Describe your organization's approach to ongoing feedback cycles with partners. How would you be able to support the continuous learning requirements outlined in this RFP?

H. Key Staff

- Share the key staff and a brief biography of who would be working directly with this program. Include if they're expected to be in person at the district and for what purpose/ cadence.

I. District Requirements

- What are the district technology requirements to run a program with your organization? What type of hardware, software, browser, and connectivity is needed? How interoperable is the data from your program with other programs in the district? Is there a single-sign-on? How do students and educators log in? How do they receive tech support?
- What are the adaptive requirements to run a program with your organization? What staff is needed? Communication streams? Etc.

II. *ALL OTHER REQUIREMENTS- [insert all other district requirements needed to respond to an RFP. This could include insurance forms, CORI/SORI forms, non-collusion, health and safety certifications, etc].*

NOTE: There is no pricing proposal for Providers to submit as part of this RFP as the budget and rate card have been defined in this packet.

SECTION L: EVALUATION RUBRIC

Criteria Category	Description	Points
Outcomes Based Contracting Model	Applicant accepts pricing articulated in the rate card under an outcomes based contracting model. <i>Note: Providers who are unable to operate under an OBC will be automatically disqualified.</i>	Y/N
Adherence to all District Policies and Requirements	Applicant meets all district policies and requirements. <i>Note: Providers who are unable to meet district policies (e.g., insurance) will be automatically disqualified.</i>	Y/N
Experience	Applicant has experience and/or an evidence-informed approach to providing [services, e.g., math tutoring services] to historically underrepresented student populations. Applicant has successfully worked with other districts under an OBC.	30
Research and Implementation	Applicant has strong research tied to their program and a plan of how they will implement to ensure students get the required dosage.	30
Partnership	Applicant is able to share reports on a regular cadence to help inform the health of the program. Applicant showcases how their workflows align to those outlined in the mutual accountability requirements. Applicant has the staff in place to engage in continuous learning and collaborate effectively.	30
Technology Requirements	Applicant's technology strategy matches that of the district.	10